## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

DATE: 5/23/2013

TO LEASE NO. GS-08P-LUT14795

ADDRESS OF PREMISES Blackrock Village, 2390 W. Highway 56, Bldg "C", Cedar City, UT 84720

THIS AGREEMENT, made and entered into this date by and between Blaine McKinney, Trustee-Wendell McKinney Family Trust whose address is c/o Asset management Real Estate, LLC, 365 W. 200 North, Cedar City, UT 84720, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to reflect updates to the new lease agreement.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended,

June 1,2013

As follows:

1.01 The Premises is hereby revised as follows...

- "A. Office and Related Space: 1,460.16 rentable square feet(RSF), yielding 1,248 ANSI/BOMA Office Area (ABOA)...."
- "B. Common Area Factor: The Common Area Factor (CAF) is established as 1.17percent...."

1.02 Express Appurtenant Rights ....

- "A. Parking: 3 parking spaces reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces and 3 shall be surfaced/outside parking spaces..."
- 1.03 Rent and other consideration is hereby deleted in its entirety and replaced with the following
- "A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term	Non Firm Term
	Annual Rent	Annual Rent
Shell Rent	<u>\$13,449.77</u>	<u>\$13,449.77</u>
Tenant Improvements rent <sup>2</sup>	<u>\$ 0.00</u>	<u>\$0.00</u>
Operating Costs <sup>3</sup>	<u>\$ 4,342,35</u>	<u>\$ 4,342,35</u>
Building Specific Amortized  Capital <sup>4</sup>	\$ 0.00	\$0.00
<u>Parking<sup>5</sup></u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total Annual Rent	<u>\$17,792.12</u>	<u>\$17,792.12</u>

Shell rent (Firm Term) calculation: \$9.21 per RSF multiplied by 1,460.16 RSF

- 1.13 Percentage of Occupancy for Tax Adjustment: is hereby deleted in its entirety
- 1.14 Real Estate Tax Base: is hereby deleted in its entirety

1.15 Operating Cost Base is hereby revised as follows:

"The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$2.97 per RSF (\$4,342.35/annum)

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<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 0 years.

<sup>&</sup>lt;sup>3</sup>Operating Costs rent calculation: \$2.97per RSF multiplied by 1,460.16 RSF

Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>&</sup>lt;sup>5</sup>Parking costs described under sub-paragraph G below"

1.16 Rate Adjustment for Vacant Leased Premises

- "... If the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.97 which is the base operating rate, also to include any escalations that may have happened during the time of the lease."
- 1.17 Hourly Overtime HVAC Rates: Is hereby deleted in its entirety.
- 1.18 24-Hour HVAC Requirement: Is hereby deleted in its entirety.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, Blaine McKinney, Trustee-Wendell McKinney Family Agent for Blaunc McKinney

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W. ZWO NI Cedar City UTT

STRATION, ROCKY MOUNTAIN REGION, PUBLIC

CONTRACTING OFFICER (Official Title)

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Initials: & \_\_\_\_\_ & \_\_\_\_\_ Gov't

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